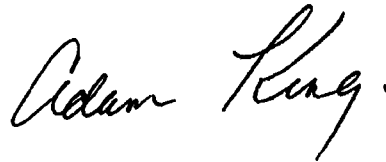Commissioners Court

AUG 2 4 2020

Approved

REQUEST FOR AGENDA PLACEMENT FORM
Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: James Saulter   **TODAY'S DATE:** 08/10/2020

DEPARTMENT: Johnson County Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: *Adam King.*

REQUESTED AGENDA DATE: 08/24/2020

SPECIFIC AGENDA WORDING:
Consideration and Approval of Authorization for Judge to Sign Contract between Johnson County and Praetorian Group,Inc. DBA Lexipol for Online Training for Johnson County Sheriff's Office Personnel

PERSON(S) TO PRESENT ITEM: Sheriff Adam King

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min.   **ACTION ITEM:** __X__
                     WORKSHOP _____
(Anticipated number of minutes needed to discuss item) **CONSENT:** _____
                     EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X_____   IT DEPARTMENT: _____
AUDITOR: _____   PURCHASING DEPARTMENT: _____
PERSONNEL: _____   PUBLIC WORKS: _____
BUDGET COORDINATOR: _____   OTHER: _____

***********This Section to be Completed by County Judge's Office***********

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date_____

From:	Anna Goodloe
Sent:	Thursday, July 30, 2020 12:27 PM
To:	Brad Slaughter
Cc:	Brenda Tucker
Subject:	RE: Police 1
Attachments:	Johnson County Sheriff's Office new.pdf

Mr. Slaughter,

Thank you for the updated invoice. No questions, as of it. County budget starts next week and will go on for several weeks. As soon as I know something, I'll let you know. I have copied our Office Manager on this email, as she will be the one handling the invoice, should the county go with Police 1 Academy.

Kindest Regards,
Dr. Goodloe

From: Brad Slaughter <BSlaughter@lexipol.com>
Sent: Thursday, July 30, 2020 12:15 PM
To: Anna Goodloe <agoodloe@johnsoncountytx.org>
Subject: Police 1

JOHNSON COUNTY SECURITY NOTICE

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. DO NOT open attachments or click links from unknown sources or unexpected email.

Dr. Goodloe,

I wanted to reach out to see if you had any question for me about Police 1 Academy? Please let me know if you need anything, I also have attached a new quote because I added language to the quote (invoice in October) was added.

Thanks again

Brad Slaughter

Business Development Manager
Retired Denton County Sheriff's Office
Patrol/SWAT

Office: 415-384-3548
Mobile: 214-998-9946

1

ⅢLEXIPOL

Lexipol DBA Praetorian Digital

Order Form

Quote Number   00038119

Expiration Date   8/31/2020

Academy Contact Information

Prepared By   Brad Slaughter

Email   bslaughter@lexipol.com

Phone   (415) 384-3548

Department Information

Account Name	Johnson County Sheriff's Office	Payment Type	Invoice
Bill To	112 E Kilpatrick St Cleburne, Texas 76031 United States	Additional Subscription Terms	2 Months Free, invoice in October
Contact Name	Anna Goodloe	Contract Start Date	8/1/2020
Phone	8175566058	Contract End Date	9/30/2021
Email	agoodloe@johnsoncountytx.org		

Subscription Platform

Product	Additional Details	Quantity	Total Price
Account Services	One Time Setup Fee	1.00	USD 700.00
PoliceOne Academy Annual Rate Per User	Subscription for 120 Users - Unlimited Access	120.00	USD 6,720.00
Texas Reporting w/ Intermediate	TCOLE Direct Reporting & Intermediate Courses	1.00	USD 0.00

Amount   USD 7,420.00

Terms & Conditions

Billing: A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified.

Renewal: Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal, unless written notice of non-renewal is received at least sixty-days prior to contract end date.

Cancellation: Contract cannot be cancelled prior to effective contract end date. **Department Personnel Use Only:** Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access.

Service Agreement: The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at https://www.lexipol.com/lms-master-service-agreement/ between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.

Signature: _[signature]_   Date: 08/24/2020

Billing Contact: Ker Thao, kthao@lexipol.com, p: 415.962.8327; F: 415.962.8340;
2611 Internet Blvd Suite 100, Frisco, TX 75034

Quote – Online Training

Lexipol / Police One
2,000 courses
1,500 continuing educational classes
500 TCOLE accredited courses
Basic, Intermediate and Advanced courses

120 users = $6,720
Account Services – one time setup fee $700
Year 1 = $7,420
Annual Cost = $6,720
Aug & Sept 2020 FREE

There is no oversight necessary in order for folks to take training. Licensee can log in, find a class they want to take and take it. The rep wrote the quote so that if this is the one we go with, we will have the next 2 months (Aug & Sept) free and will be invoiced in October. Going this route will have the renewal will run with our budget cycle.

LMS Master Service Agreement

PoliceOne   FireRescue①   EMS1✸   CorrectionsOne   EFFICIENTGOV

LocalGov ⓤ

1. CONTRACT STRUCTURE & ORDER-OF-PRECEDENCE

This Praetorian Digital Master Service Agreement ("**Agreement**") is entered into between Praetorian Group, Inc. DBA Praetorian Digital ("**PD**") and the customer ("**Customer**") identified on the first order document signed by both Parties referencing this Agreement ("**Order Form**"), effective as of the effective date identified in that Order Form ("**Effective Date**"). Capitalized terms in this Agreement are defined in Section 16 (Definitions) and elsewhere in this Agreement. This Agreement and all Order Forms govern Customer's access to and use of PD's Service, and the SOW governs any Professional Services PD provides to Customer. "Customer" and "PD" also include such Party's respective Affiliates, and Customer and PD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**" In the event of any conflicts between this Agreement, any Order Form, and/or any SOW, the following order-of-precedence applies: SOW take precedence and prevail over Order Forms solely with respect to the subject matter of SOW; and Order Forms and SOW take precedence and prevail over this Agreement solely with respect to their respective subject matter.

THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN PD AND CUSTOMER. CUSTOMER IS RESPONSIBLE FOR CAREFULLY READING ALL TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SIGNING AN ORDER FORM, CLICKING "ACCEPT," OR ACCESSING OR USING ANY PD SERVICE. BY SIGNING AN ORDER FORM, OR ACCESSING OR USING ANY PD SERVICE, CUSTOMER CONFIRMS THAT CUSTOMER HAS ACCESSED ONLINE AND/OR BEEN PROVIDED A COPY OF THIS AGREEMENT, AND HAS READ AND ACCEPTS THIS AGREEMENT IN ITS ENTIRETY. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CUSTOMER MAY REFERENCE OR

PROVIDE, PD'S OFFER OR ACCEPTANCE TO ENTER INTO AN AGREEMENT WITH CUSTOMER WITH RESPECT TO ANY PD SERVICE IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND CONDITIONED ON CUSTOMER'S CONSENT TO THIS AGREEMENT.

2) OWNERSHIP OF SERVICE & CUSTOMER DATA

2.1 <u>Ownership of the Service</u>. The Service is the property of PD, and is protected by copyright, patent, trade secret and other intellectual property laws. PD and its licensors retain any and all rights, title and interest in and to the Service (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Customer's right to use the Service is limited to the rights expressly granted in this Agreement and the applicable Order Form(s). All rights not expressly granted to Customer are reserved and retained by PD and its licensors.

2.2 <u>Ownership of Customer Data</u>. As between Customer and PD, (a) all Customer Data is the property of Customer, and (b) Customer retains any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof. PD retains no right or interest in any Customer Data.

3) GRANT OF RIGHTS

Subject to the terms and conditions of this Agreement, PD hereby grants to Customer the non-exclusive, non-transferable (except as specified in <u>Section 16.2</u> (Assignment)), worldwide, royalty-free right to access and use the Service during the Service Term in accordance with the terms of this Agreement and all applicable Order Form(s) and SOW (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products and/or services set forth therein).

4) USE OF SERVICE

4.1 <u>Customer Responsible for User Accounts.</u> Customer is responsible for all activity occurring under Customer's User accounts, and must comply with all applicable laws and regulations in connection with using the Service. Customer also must (a) notify PD promptly upon becoming aware of any unauthorized use of any Customer password or account (or any other breach of security of the Service), and (b) notify PD promptly upon becoming aware of, and stop, any unauthorized copying, distribution or other misuse of any aspect of the Service. PD will promptly notify the customer of any breach or unauthorized access of the service.

4.2 Use Restrictions. During the term of this Agreement or any Order Form or SOW, Customer must not, without PD's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement; provided however, that Customer may allow its own customers to access the functionality or output of the Service, via interfaces, portal applications and the like, solely for Customer's internal business purposes in accordance with the applicable Order Form; (b) creation of any modifications or derivative works of the Service; (c) reverse engineering of the Service; (d) gaining of unauthorized access to the Service or its related systems or networks (for example, by impersonation of another user of the Service or provision of false identity information); (e) interference with or disruption of the integrity or performance of the Service or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service for which Customer lacks sufficient ownership or other rights; (g) sending of spam or otherwise duplicative or unsolicited messages in violation of applicable law; (h) sending or storing of infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material in connection with the Service (including, without limitation, any material violative of third party privacy rights); or (i) intentionally sending or storing of any material containing any viruses, worms, trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Service. This provision includes sharing login access to PD Technology or PD supplied content contained therein.

4.3 You and Your Authorized Users will need to set up an account and maintain Internet access to use the Service. You and Your Authorized Users will need Internet access and may need to create or log into an account to use the Service and PD reserves the right to require that. You agree that you and Your Authorized Users will not share any user ID or passwords. You agree you will not allow anyone else to access your account (except as expressly allowed by these Terms) or do anything else that might jeopardize the security of your account. You will be solely responsible for arranging and paying any cost for Internet or other network access, equipment, software, services and other resources required for you to access and/or use the service, including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). PD will not be responsible for the support of your access and will not be responsible for the reliability,

security or performance of any access if documented technical requirements are not met.

5) PRIVACY, SECURITY, CONTINUITY & SUPPORT

5.1 <u>Compliance with Privacy Laws</u>. PD will use Customer Data in connection with the Service only as permitted by Privacy Laws and this Agreement; provided, however, that if compliance with any Privacy Laws would materially change PD's costs or risks in providing the Service (including, without limitation, by requiring that any PD data centers be located outside the U.S., or requiring PD to operate in violation of any U.S. laws), each Party will have the right to terminate this Agreement (including all Order Forms and SOW) under <u>Sections 6.2 and 6.5</u> upon at least thirty (30) days prior written notice to the other Party, unless Customer and PD agree in writing within such 30-day period that PD may continue to provide the Service to Customer without complying with the Privacy Laws giving rise to such material change. In the event of a termination under this section, Customer's sole right, and PD's sole obligation, will be for PD to promptly refund to Customer on a pro rata basis any Service Edition Fees prepaid under applicable Order Forms that are unused as of the termination effective date.

5.2 <u>Security of the Service</u>. PD's data security program for the Service will: (a) include industry standard reasonable security measures to protect against unauthorized access to any Customer Data residing in the Service; (b) comply with PCI DSS; and (c) comply with all laws and regulations surrounding the Service. PD will not be responsible or liable for any deletion, correction, damage, destruction or loss of Customer Data that does not arise from a breach by PD of its obligations under this Agreement, except for PD's gross negligence or willful misconduct.

5.3 <u>Financial Account Data</u>. For customers using PD's eCommerce functions and financial services, all customer credit card data will process using the Authorize.net virtual terminal. Customer will be provided access to the Authorize.net account and can export customer data at customer's discretion. PD encourages Customer to back-up its Customer Data by exporting it regularly. PD agrees to comply with all applicable local, state and federal laws and regulations with respect to any and all credit card processing and invoicing services provided to Customer's users during the term of the Agreement in accordance with any SOW and/or Order Form.

5.4 <u>Business Continuity & Disaster Recovery</u>. PD will maintain and implement throughout the term of this Agreement business continuity and disaster recovery plans to help ensure availability of the Customer Data following any significant interruption or

failure of critical business processes or systems affecting the Service. PD will provide Customer with copies of its business continuity and disaster recovery plans within 30 days of Customer's written request.

5.5 <u>Support & Service Level Agreement</u>. PD will provide technical support for the Service in accordance with <u>Exhibit A</u> to this Agreement (Support and Service Level Agreement) as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

6) TERM & TERMINATION

6.1 <u>Term of Agreement</u>. This Agreement will begin on the Effective Date and continue in effect until all Order Forms and SOW expire or are terminated in accordance with <u>Section 6.5</u>.

6.2 <u>Termination of Agreement</u>. Neither Party will have the right to terminate this Agreement without legally valid cause (a/k/a "for convenience"). Each Party may terminate this Agreement only by terminating in accordance with <u>Section 6.5</u> all Order Forms and SOW then in effect.

6.3 <u>Effect of Expiration or Termination of Agreement</u>. <u>Sections 1, 2, 4.2, 6.3, 6.6, 8, 9, 10, , 11.3, 12, 13, 14, 15, and 16</u> of this Agreement will survive any expiration or termination of this Agreement. The applicable Order Forms and SOW may identify additional terms that will survive any expiration or termination of this Agreement. Regardless of the basis for expiration or termination of this Agreement, PD will not be obligated to retain any Customer Data for longer than ninety (90) days after any such expiration or termination.

6.4 <u>Term of Order Forms</u>. The term of particular Order Forms will be set forth therein, starting on the Effective Date specified therein and continuing for the initial term specified therein ("**Initial Service Term**").

6.5 <u>Termination of Order Forms or SOW</u>. Either Party may terminate any Order Forms and/or SOW in accordance with their respective terms. If not specified in the applicable Order Form or SOW, then subject to the exclusive remedy provisions in this Agreement: either Party may terminate any Order Forms or SOW for cause upon written notice if the other Party fails to cure any material breach thereof within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach. In the event the software does not function as represented, Customer has the option to cancel the contract after the first year. Customer must notify PD of the intent to cancel at least thirty (30) days prior to the end of the contract term.

6.6 <u>Effect of Termination of Order Forms or SOW</u>.

If an Order Form or SOW is terminated in accordance with <u>Section 6.2 or 6.5</u>, all terms of such Order Form or SOW that reasonably should survive such termination will survive, including, without limitation, Customer's payment obligations if PD terminates for cause.

7) ORDER PROCESS

Customer orders the PD Service via one or more Order Forms, and Customer may also order PD's Professional Services via one or more SOW.

7.1 <u>Purchase Orders</u>. If Customer requires that a purchase order ("PO") be issued before making payment under an Order Form or SOW, Customer must provide to PD such valid PO conforming to the applicable Order Form or SOW in time for Customer to meet its payment obligations. Any conflicting terms and conditions of any PO are superseded by the rights or obligations of the Parties outlined in this Agreement or any SOW or Order Form, regardless of any failure to object to such terms and conditions.

7.2. <u>Modification of Fees Upon Renewal</u>. PD reserves the right to modify the Fees for its Service under any future Order Forms, effective upon commencement of any renewal Term for the Service on the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term.

8) FEES & PAYMENT

8.1 <u>Payment Details</u>. Customer must pay all fees and charges in accordance with this Agreement and each mutually executed Order Form and SOW ("**Fees**"). Except to the extent otherwise expressly stated in this Agreement or in an Order Form or SOW, or as provided by law:

1. All obligations to pay Fees are non-cancelable and all payments are non-refundable;

2. Customer must make all payments without setoffs, withholdings or deductions of any kind;

3. Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when PD emails them to Customer's designated billing contact); and

4. All payments must be in U.S. dollars.
    Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer (e.g., ACH), PD is permitted to process such payment on the date of PD's invoice.

8.2 <u>Taxes</u>. PD's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any Order Forms or SOW. Customer is responsible for paying all such taxes, levies, or duties, excluding only taxes based solely on PD's income. If PD has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides PD a valid tax exemption certificate authorized by the appropriate taxing authority.

8.3 <u>Customer Contact Information</u>. Customer agrees to provide PD accurate billing and other contact information for each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to PD's Accounts Receivable team for billing contact information. Customer shall also maintain, at all times during the Service Term, at least one Admin who is a current employee and is authorized to administer Customer's use of the Service.

8.4 <u>Consequences of Non-Payment</u>. If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights PD may have under this Agreement or applicable law:

1. Customer will owe PD an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);

2. PD will be entitled to recover its reasonable attorneys' fees, and other reasonable costs to collect such amounts; and

3. PD reserves the right to temporarily suspend Customer's access to the Service if Customer's account remains delinquent for thirty (30) days after receipt of a delinquency notice from PD (which may be provided via email to Customer's billing contact). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension due to Customer's delinquency.

9) THIRD PARTY INTERACTIONS

To the extent use of the Service requires use of any third party products or services (e.g., Oracle Java, Adobe Acrobat, Amazon Web Services and/or a Web browser), such products and services may require Customer to agree to separate terms. Similarly, in connection with using the Service, Customer may enter into

correspondence with, purchase products and/or services from, and/or participate in promotions of third parties. Any such third party activities, products and services, and any terms associated therewith, are solely between Customer and the relevant third parties. PD does not support, or endorse or make any representations or warranties regarding, any such third party products or services, and in no event will PD have any liability whatsoever in connection therewith.

10) SERVICE AND PROFESSIONAL SERVICES

If Customer wishes to purchase any training, implementation or other professional services from PD relating to the Service ("**Professional Services**"), the Parties will mutually execute one or more separate SOW containing the relevant terms and conditions. Except to the extent expressly set forth to the contrary in any applicable SOW, the following provisions will apply to all SOW:

1. As between Customer and PD, Customer will retain all ownership rights in and to all copyrightable works owned by Customer including without limitation, inventions, software, trade secrets, work product, methodologies, techniques, tools, algorithms, materials, products, ideas, designs, and know-how (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing), that existed prior to the Effective Date of any SOW or Order Form or are acquired by Customer from a third party thereafter or developed independently and outside the scope of this Agreement (and associated intellectual property rights) ("Pre-existing Customer Intellectual Property") and any software, design, content, methodologies, techniques, processes, inventions, materials or other deliverables developed in whole or in part by PD, or otherwise provided to Customer, in connection with this Agreement or any applicable SOW or Order Form ("PD Deliverables"), other than PD Independent Intellectual Property as defined below, shall be the property of Customer. Therefore, as between PD and Customer, Customer will at all times be and remain the sole and exclusive owner of any Pre-Existing Customer Intellectual Property and PD Deliverables. Customer grants PD a non-exclusive, non-transferable, worldwide, royalty-free license solely to use such Pre-Existing Customer Intellectual Property in connection with providing the Service during the term of this Agreement or any applicable SOW or Order Form and otherwise performing its obligations under this Agreement.

2. All software and services owned and developed by PD, methodologies, techniques, software libraries, tools, algorithms, materials, products, ideas, designs, and know-how (including all copies, enhancements, modifications, revisions, and derivative works of any of the foregoing), that existed prior to the Effective Date of any SOW or Order Form

or are acquired by PD from a third party thereafter or developed independently and outside the scope of this Agreement (and associated intellectual property rights) ("Pre-existing PD Intellectual Property") and any software, design, content, methodologies, techniques, processes, inventions, materials or other deliverables independently developed in whole by PD ("PD Independent Intellectual Property"), and provided to Customer, in connection with this Agreement or any applicable SOW or Order Form, other than the PD Deliverables shall be the property of PD. As between PD and Customer, PD will at all times be and remain the sole and exclusive owner of any Pre-Existing PD Intellectual Property and PD Independent Intellectual Property. ; and

3. Subject to the terms of this Agreement, PD grants Customer a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce, perform, display, create derivative works of, and otherwise use internally the Pre-Existing and Independent PD Intellectual Property in connection with the Service during the Term of this Agreement. Nothing in this Agreement will prohibit, restrict or limit (i) PD from performing similar Professional Services for any third party, or (ii) Customer from hiring any third party to perform similar Professional Services (though Customer is not permitted to give any direct competitor of PD access to the Service or any Pre-Existing and Independent PD Intellectual Property without PD's prior written consent).

11) WARRANTIES & DISCLAIMERS

11.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power and authority to enter into this Agreement, and that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms.

11.2 Additional PD Commitments. PD further represents and warrants that:

1. It will use commercially reasonable technical means to screen for and detect disabling devices, viruses, trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots and other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data;

2. It will make commercially reasonable efforts to notify Customer, at least thirty (30) days in advance via PD's Normal Communication Channels, of any scheduled changes PD believes are likely to have a material, adverse impact on Customer's use of the Service ("Material Changes"). (As a multi-Tenant SaaS vendor, PD reserves the right to make enhancements and other changes to the Service, including occasional deprecation and removal of certain features and functionality.)

If PD breaches any warranties in this Section 11.2, Customer's exclusive remedy and PD's sole obligation will be for PD to make commercially reasonable efforts to correct the non-conformity or, if PD is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) and receive a refund, on a pro rata basis, of any Service Edition Fees prepaid under such Order Form(s) that are unused as of the termination effective date.

11.3 Warranty Disclaimers. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS AGREEMENT: (A) PD AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICE, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) PD AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE. PD AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY PD.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. PD IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY PD.

Customer agrees that ITS SUBSCRIPTION TO THE SERVICE AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE neither contingent on the delivery of any future functionality or features, nor BASED on any oral or written comments regarding ANY future functionality or features.

12) INDEMNIFICATION

12.1 Each party shall defend, indemnify and hold the other party, its officers, directors, agents, affiliates and employees harmless from any loss, liability, claim, suit or expense (including, without limitation, reasonable attorney's fees and costs) on

account of any third party claim arising from the indemnifying party's (i) breach of this Agreement, (ii) infringement of a third party right, (iii) negligent or willful act or omission, or (iv) violation of any law, statute, ordinance, rule or regulation throughout the world, in each case as relating to or arising from the performance of the Services and/or this Agreement.

PD will have no obligation or liability and Customer will indemnify and hold harmless PD for any third party claim under this section to the extent arising from: (i) the combination, operation or use of the Service with any product, training content, device, software or service not supplied by PD to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, (iii) PD's compliance with Customer's designs, specifications, requests, or instructions in providing Professional Services to the extent the Claim is based on such compliance, (iv) Customer's content or training curriculum, or (v) arising from the Customer's use of the LMS to deliver or track training or use PD content for its organization's training or that of its customers.
THE FOREGOING ARE THE DEFENDING/INDEMNIFYING PARTY'S SOLE OBLIGATIONS, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, IN CONNECTION WITH THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION AND THE MATTERS ADDRESSED IN THIS SECTION 13.

13) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

13. 1 The PD LMS and any content contained therein including but not limited to videos, policies and training courses whether created by PD or shared by customers serve as examples of best practices and should not in any way replace, interfere, or override individual agency of companies protocol, standard operating procedure, tactics or policies. The LMS and any content is provided "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Although PD has made best efforts to provide accurate training information on the site, PD makes no guarantee or warranty express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no liability for errors or omissions therein.

13.2 EXCEPT FOR SUMS DUE PD UNDER APPLICABLE ORDER FORMS AND SOW, AND EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS) AND 12 (INDEMNIFICATION), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY;

13.3 EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.2 (USE RESTRICTIONS) AND 12 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS PREVIOUSLY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

13.4 THE TERMS OF THIS SECTION 13 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PROVISIONS OF THIS SECTION 13 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND PD, AND THE FEES CHARGED FOR THE SERVICE REFLECT THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY.

14) CONFIDENTIALITY

14.1 Definition. As used in this Agreement, "**Confidential Information**" means information and materials provided by the disclosing Party ("**Discloser**") to the Party receiving such information or materials ("**Recipient**") that (a) are identified as confidential at the time of disclosure, or (b) a reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's

Confidential Information includes, without limitation, all Customer Data, all Customer non-public business information, and Customer's Intellectual Property, and PD's Confidential Information includes, without limitation, all pricing terms offered to Customer under any Order Form, PD's non-public business plans, all non-public aspects of the PD Technology, and the results of any evaluation of the Service performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

14.2 Purpose. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement (the "Purpose").

14.3 Permitted Disclosures and Obligations. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors, consultants, and employees who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors', consultants' and employees' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Further, neither Party may disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of the other Party. Recipient and its Affiliates, contractors, consultants, and employees who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

14.4 Exclusions. Recipient's obligations under Section 14 will not apply to any Discloser Confidential Information that Recipient can prove with sufficient documentary evidence: (a) is or becomes part of in the public domain through no fault of Recipient; (b) is rightfully in Recipient's possession free of any confidentiality obligation; (c) was independently developed by Recipient without use of any Discloser Confidential Information; or (d) is communicated by Discloser to an unaffiliated third party free of any confidentiality obligation. A disclosure by Recipient of any

Confidential Information (i) in response to a valid order or other legal process issued by a court or other governmental body having jurisdiction, (ii) as otherwise required by law, or (iii) necessary to establish the rights of either Party under this Agreement will not be a breach of this Agreement if, to the extent legally permitted, Recipient gives Discloser prompt notice and reasonable cooperation so Discloser may seek to prevent or limit such disclosure.

14.5 Ownership and Destruction of Confidential Information. As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, commercially reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such Confidential Information is retained.

14.6 Export. Exchange of Confidential Information under this Agreement is subject to all applicable export laws and regulations. Except to the extent permitted by a separate agreement, the Parties will not disclose any information requiring an authorization to be exported.

14.7 Confidentiality Period. Recipient's obligations with respect to Discloser's Confidential Information under Section 14 will remain in effect for the term of this Agreement and for three (3) years after any expiration or termination of this Agreement.

15) GENERAL

15.1 Governing Law. This Agreement is governed by Delaware law and controlling United States federal law, without regard to conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or relating to this Agreement or the Service will be subject to the exclusive jurisdiction of the state and federal courts located in Delaware, USA. The Service is a service, not a good, and is not subject to the Uniform Commercial Code, the Uniform Computer Information

Transactions Act, or the United Nations Convention on the International Sale of Goods.

15.2 Assignment. Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this Agreement, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that upon written notice to the other Party, either Party may assign or otherwise transfer this Agreement, along with all associated Order Forms and SOW (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate. In the event of such a permitted transfer by Customer, the rights granted under this Agreement shall continue to be subject to the same usage limitations that applied under applicable Order Forms prior to the transfer (e.g., any transaction volume terms and limitations to particular Customer legal entities, business units, projects, brands, products and/or services set forth therein). Any purported assignment or other transfer in violation of this section is void. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and transferees.

Notwithstanding anything to the contrary in this section, in the event of any permitted transfer by Customer under this section to a direct competitor of PD, PD will have the right to terminate this Agreement (including all associated Order Forms and SOW) for cause under Section 6.5. In the event of such a termination, PD will promptly refund to Customer, on a pro rata basis, all Fees prepaid by Customer under all Order Forms and SOW then in effect that are unused as of the termination effective date.

15.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, e.g., war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks (collectively, "Force Majeure"), the affected Party's performance will be excused for the resulting period of delay or inability to perform.

15.4 Marketing. Upon Customer's prior written consent, which may be withheld or revoked at any time in Customer's sole discretion, PD is may identify Customer as a PD customer on PD's website and marketing materials. Within thirty (30) days after Customer goes live on the Service, (a) Customer and PD will issue a mutually agreed

joint public announcement, and (b) Customer may consider serving as a reference for PD in Customer's sole discretion. Customer further agrees that "Powered by PD" or a similar PD mark may appear in invoices, quotes, hosted payment pages, hosted checkout pages, and similar outputs generated through Customer's use of the Service.

15.5 Independent Contractors. The Parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. The Parties' relationship in connection with this Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

15.6 Notices. All legal notices (e.g., notice of termination of this Agreement or an Order Form based on an alleged material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email PD's primary assigned contact and PD may email Customer's billing contact identified on the applicable Order Form(s) or SOW. Either Party may change its notice address by giving written notice to the other Party.

15.7 Anti-Corruption. Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any PD employee, representative or agent in connection with this Agreement. Customer will use reasonable efforts to promptly notify PD if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

15.9 Execution. This Agreement may be signed electronically and in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

15.10 Entire Agreement. This Agreement, together with any applicable Order Forms and SOW (including any other terms referenced in any of those documents), comprises the entire agreement between Customer and PD regarding the subject matter of this Agreement, supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties.

16) DEFINITIONS

As used in this Agreement:

"Affiliate" means a company, corporation, individual, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. For purposes of this definition, "control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"Content" means the audio and visual information, documentation, software, products and services contained in or made available via the Service, other than Customer Data and Customer Confidential Information;

"Customer Data" means any data, information or material received by the Service from Customer or Customer's Users in the course of accessing or using the Service;

"Intellectual Property Rights" means rights under any copyright, patent, trademark, trade secret and other intellectual property laws worldwide;

"Normal Communication Channels" means the online channels through which PD normally communicates important information to its customers, e.g., PD's online Knowledge Center and community site, and/or the email address(es) provided by Customer. (Customer must opt-into PD's online community site to receive certain important information regarding such changes and to take other required action relating to use of the Service.);

"Privacy Laws" means all European Union member country and U.S. laws and regulations regarding data privacy and transmission of personal data that apply to PD's provision of the Service to Customer (e.g., storing and processing Customer Data), including, without limitation, Articles 25(1) and 26(1) of EU Directive 95/46/EC of 24 October 1995;

"Service" means PD's online subscription service (e.g., for subscription billing management and analytics), accessible via any Web site or IP address designated by PD, which PD provides to Customer under an Order Form. "Service" also includes all components of PD's online LMS service, and all Content and PD Technology provided by PD in connection therewith;

"SOW" means Statement(s) of Work, Work Authorization(s) or other contract(s) under which PD provides its Professional Services, if any;

"User(s)" means Customer's customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the Service; and

"PD Technology" means all of PD's and its licensors' proprietary technology that PD makes available to Customer as part of or in connection with the Service (including,

without limitation, any and all software, hardware, products, processes, APIs, algorithms, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information).

Appendix A: Service Level Agreement

A.

A. **Response Times**

For all support issues relating to the PD LMS, PD will make an industry standard and commercially reasonable effort to respond promptly (via PD's Normal Support Channels), in any event **within two (2) Business Days** after receipt.

B. **Uptime Commitment**

The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "**Uptime Commitment**"). Subject to the exclusions described in <u>Subsection C</u> below, "**Uptime Percentage**" is calculated by subtracting from 100% the percentage of 1-minute periods during any yearly billing cycle (i.e., 12 calendar months) in which Customer's Production Tenant(s) is (are) Unavailable out of the total number of minutes in that quarterly billing cycle. "**Unavailable**" and "**Unavailability**" mean that, in any 1-minute period, <u>all</u> connection requests received by Customer's Production Tenant(s) failed to process (each a "**Failed Connection**"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 <u>and</u> the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools PD uses.

A. **Exclusions from Uptime Percentage**

Notwithstanding anything to the contrary in this exhibit, any Service Unavailability issues resulting from any of the following will be <u>excluded</u> from calculation of Quarterly Uptime Percentage:

*   Regularly scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by PD at least twenty-four (24) hours in advance via PD's Normal Support Channels. (PD typically schedules such regularly scheduled maintenance once per month.);
*   Any failures of the PD Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by PD at least twenty-four (24) hours in advance via PD's Normal Support Channels.;

- Okta, or a payment gateway);salesforce.com– Any issues with a third party service to which Customer subscribes (e.g.
- Any problems not caused by PD that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, or (d) other issues with electronic communications;
- PD's suspension or termination of the Service in accordance with the Agreement and/or its associated Order Form;
- Exceeding PD's published Concurrent Request Limits;
- Software that has been subject to unauthorized modification by Customer;
- Negligent or intentional misuse of the Service by Customer; or – "Beta" or "limited availability" products, features and functions identified as such by PD. Customer may elect to use certain billable PD Professional Services to resolve issues associated with the excluded areas listed in this Exhibit A. Such Professional Services may require Customer to complete a network assessment, and/or give PD access to Customer's network, in order to diagnose the issue.

MSA Last Updated: 3/3/17

JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – LEXIPOL – PRAETORIAN GROUP, INC. D.B.A.
PRAETORIAN DIGITAL ("PD") - 2020

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This Addendum is part of an Agreement between **Johnson County, Texas,** a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and **PRAETORIAN GROUP, INC. D.B.A. PRAETORIAN DIGITAL** (hereinafter sometimes known as **"PD"** or **"PRAETORIAN" or "LEXIPOL" or "COMPANY"**) hereunder (collectively, the **"Parties"** or each individually a **"Party"**). **This Addendum is part of the Agreement with PRAETORIAN GROUP, INC. and is intended to modify the Lexipol LMS Master Service Agreement and any other document proffered to Johnson County by Lexipol, or Praetorian or their agents including the Lexipol Order Form and other documents defining the Agreement between Johnson County, Texas and Praetorian.**

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas.** Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

3.3

The Parties recognize and understand that Johnson County is a party to an existing Texas Association of Counties Risk Pool Agreement (effectively providing services similar to "insurance"). As part of the risk pool agreement Johnson County cannot contractually undertake to accept liability beyond the scope of the County's governmental functions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

a.   the date the governmental entity receives the goods under the contract;
b.   the date the performance of the service under the contract is completed; or
c.   the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts,**

agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.

6.3

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

IT IS UNDERSTOOD AND AGREED THAT JOHNSON COUNTY **WILL NOT BE SUBJECT TO ARBITRATION**; THEREFORE, ANY PARAGRAPH OR PROVISION REQUIRING ARBITRATION, IS HEREBY DELETED.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by COMPANY pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 48 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.3

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.4

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.
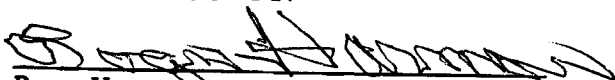
7.5

NOT APPLICABLE TO THIS CONTRACT

7.6

At any time following the expiration of the initial term of the contract, COUNTY may terminate the contract at its discretion by giving COMPANY 90 days written notice of such termination.

8.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Roger Harmon

08/24/2020
Date

ADDENDUM - PRAETORIAN GROUP, INC.
JOHNSON COUNTY, TEXAS v3

As Johnson County Judge

Attest: _____
County Clerk, Johnson County

08/24/2020
Date

PRAETORIAN GROUP, INC (COMPANY):

_____
Authorized Representative of
PRAETORIAN GROUP, INC

8/5/20
Date

Printed Name: __Ker Thao_____

Title: __VP of Finance and Operations_____